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Attorneys for Plaintiff
GULLIERMO ESPINOZA,
Individually and On Behalf of
All Others Similarly Situated

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Case No.: 3:19-cv-01972-MMA-RBB

CLASS ACTION

GUILLERMO ESPINOZA, Individually
and On Behalf of All Others Similarly
Situated,
Plaintiff,

vs.

WALMART INC.; GREEN DOT
CORPORATION; GREEN DOT BANK
DBA BONNEVILLE BANK; and DOES
1-50; inclusive,

Defendants.

**PLAINTIFF GUILLERMO
ESPINOZA'S DECLARATION IN
SUPPORT RESPONSE IN
OPPOSITION TO
DEFENDANTS' MOTION TO
TRANSFER, OR IN THE
ALTERNATIVE, COMPEL
ARBITRATION**

I, GUILLERMO ESPINOZA, am over the age of eighteen (18) years of age,
and I am competent to testify regarding the facts contained herein. I possess
personal knowledge of the facts contained herein and if called upon to testify I
could and would do so as follows. I do hereby declare:

- 1
- 2 1. I am a resident of California and have been since before February 2019.
- 3 2. On or about February 27, 2019, I went to a Walmart retail store located at
- 4 732 Center Dr., San Marcos, CA 92069, (“San Marcos Walmart”) and
- 5 purchased two (2) pre-paid Greendot VISA debit cards for \$500.00 each
- 6 (“Greendot Cards.”).
- 7 3. Before I purchased the Greendot Cards, there was no visible cardmember
- 8 agreement, and no reference to any arbitration agreement on the outside of the
- 9 product packaging.
- 10 4. I brought the Greendot Cards to the Walmart register, they were scanned, I
- 11 paid approximately \$500 each for them, and then they were returned to me.
- 12 During this entire transaction, the Greendot Cards remained in their
- 13 packaging.
- 14 5. I was not aware of any alleged arbitration agreement contained inside the
- 15 sealed packaging prior to purchasing the Greendot Cards.
- 16 6. The day after purchasing the Greendot Cards, I attempted to pay two
- 17 payments of \$500.00 towards my rent by looking to the payment
- 18 information on the Greendot Cards, but they were denied several times for
- 19 having insufficient funds.
- 20 7. I did not open the packages to access the Greendot Cards until a minute or
- 21 less before I attempted to pay my rent by looking to payment information on
- 22 the Greendot Cards.
- 23 8. I returned back to the San Marcos Walmart and asked an unidentified female
- 24 Walmart Associate Checker (“Walmart Checker”) to assist me. When I
- 25 described the issue and showed my receipt for the purchases, the Walmart
- 26 Checker advised me to try again later or the following day, stating that she
- 27 believed it may just take a few days for the cards to activate.
- 28

1 9. Later that same day, I called the toll-free number on the back of the
2 Greendot Cards to check the balances for the cards and the automated
3 systems stated that the available balances were \$499.00 for one of the cards
4 and \$500.00 for the other.

5 10. On or about March 1, 2019, I again called the toll-free numbers on the back
6 of the Greendot Cards, and this time one card had a posted transaction for
7 \$498.74 at a separate Walmart store in Hemet, California. I then checked the
8 balance on the second Greendot Card, and it had a nearly identical
9 transaction, showing a charge also at a Walmart located in Hemet,
10 California, but this time for \$497.74.

11 11. Upon seeing the charges to my Greendot cards, I was furious, confused, and
12 anxious as I badly needed the funds to pay my rent.

13 12. On that same day, I called Defendant Greendot at the phone number on the
14 back of the Greendot Cards to dispute the fraudulent charges, but the
15 Greendot employee I spoke to stated that the cards were unregistered, and
16 that I must first register them online before Greendot could provide me with
17 any customer service regarding the Plaintiff's Greendot cards.

18 13. I then ended the call, went online and registered the cards per the Greendot
19 employee's instructions, as it was then my understanding that Greendot would
20 not assist me with the unauthorized withdrawal of the funds until I registered
21 the Greendot Cards.

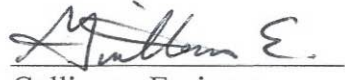
22 14. At no time during the registration process did I realize, read, or become
23 aware that I was allegedly acquiescing to the terms of any Cardmember
24 Agreement or agreeing to arbitrate any disputes relating to the Greendot
25 Cards.

26 15. I did not become aware of an alleged arbitration agreement that may govern
27 use of the Greendot Cards until after consulting with my attorneys regarding
28 the unauthorized withdrawal of funds from the Greendot Cards.

1 16. I have custody of the Greendot Cards and they have not left my custody
2 from the time that I purchased the Greendot Cards.
3

4 I do hereby declare under penalty of perjury under the laws of the United
5 States of America that the foregoing is true and correct.
6

7 Dated: January 15, 2020

8 By: 
9 Guillermo Espinoza
10

11
12 Submitted By:

13
14 Dated: 1/15 /2020

BLC LAW CENTER, APC

15
16 By: /s/ Ahren A. Tiller
17 Ahren A. Tiller, Esq.
18 Attorneys for Plaintiff
19 GULLIERMO ESPINOZA,
20 Individually and On Behalf of
21 All Others Similarly Situated
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